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**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA**

Jeremy Thacker,

Plaintiff,

vs.

GPS Insight, LLC; Robert Donat,  
individually;

Defendants.

No. 2:18-cv-0063-DJH

**FIRST AMENDED  
COMPLAINT**

(Title VII – Unlawful Retaliation;;  
Intentional Interference with Contract;  
Defamation;  
False Light Invasion of Privacy; Fair  
Credit Reporting Act Violations; Intrusion  
Upon Seclusion Invasion of  
Privacy; Interference with Prospective  
Business Relations)

(Assigned to the Honorable Diane J.  
Humetewa)

Plaintiff Jeremy Thacker for his Complaint alleges as follows:

1. Plaintiff Jeremy Thacker (“Mr. Thacker”) is a man filing individually who at all relevant times was domiciled in Maricopa County, Arizona.
2. Defendant GPS Insight, LLC (“GPSI”) is an Arizona limited liability company with its principal place of business in Maricopa County, Arizona.
3. Defendant Robert J. Donat (“Mr. Donat”) is an individual who has been the President, sole Director, and majority shareholder of GPSI’s sole member,

1 Sedonatech, Inc., since approximately 2006. Mr. Donat also holds himself out as the  
2 founder and chief executive officer of GPSI.

3 4. This action arose out of conduct that occurred in Maricopa County,  
4 Arizona.

5 5. Venue and jurisdiction is proper in this Court.

6 6. GPSI employed Mr. Thacker in a sales position from approximately June  
7 4, 2013 until the termination of his employment on March 6, 2017.

8 7. Throughout Mr. Thacker's employment, he provided exemplary service to  
9 GPSI, achieving numerous awards.

10 8. Starting in December 2015, Mr. Thacker received increasing levels of  
11 sales responsibility and opportunity, and he was promoted to the Government Sales  
12 team in January of 2016.

13 9. Mr. Thacker had not received any complaints or negative feedback of any  
14 kind from GPSI management during that time and had in fact received praise on  
15 numerous occasions from his supervisors regarding his attitude and performance.

16 10. Mr. Thacker rewarded that confidence in him by achieving exceptional  
17 sales results in 2016-2017, including contributing half of the sales for the direct sales  
18 team's top sales month in company history in February 2017, immediately preceding the  
19 termination of his employment.

20 11. Mr. Thacker's good standing with GPSI seemed to change in or shortly  
21 after December 2016, when he began a romantic relationship with another GPSI  
22 employee Kristin Lisson and began objecting to certain inappropriate conduct by Mr.  
23 Donat toward Ms. Lisson including express and implied quid pro quo statements,  
24 followed by sexual harassment and retaliation toward Ms. Lisson and Mr. Thacker when  
25 she made it clear that she was not interested in having a romantic relationship with Mr.  
26 Donat.

27 12. Before Mr. Thacker and Ms. Lisson began dating, they each  
28 conscientiously reported their intentions to their respective supervisors, Tyler Mortensen

1 and Jason Walker, who assured them that the relationship did not violate any GPSI  
2 policies and did not involve a conflict of interest because Mr. Thacker and Ms. Lisson  
3 did not work in the same chain of command or have any management influence over  
4 each other's employment.

5 13. What none of those individuals could anticipate or account for was the  
6 irrational behavior of GPSI CEO Rob Donat, whose apparent obsession with Ms. Lisson  
7 and uncontrolled jealousy related to Mr. Thacker's relationship with her caused him to  
8 target Mr. Thacker for mistreatment from the moment he learned of Mr. Thacker's  
9 relationship with Ms. Lisson and from when Ms. Lisson rejected his repeated attempts  
10 to convince her to have a sexual relationship with him again.

11 14. Mr. Donat recently had engaged in an extramarital sexual relationship with  
12 Ms. Lisson—a relationship that Ms. Lisson ended in November 2016.

13 15. Throughout December 2016, Ms. Lisson asserted to Mr. Donat that she did  
14 not want to be in a relationship with him. In Ms. Lisson's conversation with Mr. Walker  
15 regarding her relationship with Mr. Thacker, she asked Mr. Walker if he thought she  
16 should let Mr. Donat know about it.

17 16. In response, Mr. Walker told Ms. Lisson that she should inform Mr. Donat  
18 of the relationship because Mr. Walker suspected that Mr. Donat had a "crush" on Ms.  
19 Lisson, given Mr. Walker's and Ms. Lisson's previous discussions about a liaison in  
20 which she and Mr. Donat had engaged in the past.

21 17. On January 10, 2017, Ms. Lisson told Mr. Donat about her new  
22 relationship with Mr. Thacker. Mr. Donat became very emotional and immediately  
23 began defaming Mr. Thacker in an effort to influence Ms. Lisson.

24 18. Among his defamatory comments, Mr. Donat claimed that Mr. Thacker  
25 "stole" money from GPS Insght because he had "\$6k in unauthorized credit card  
26 charges." He further stated that Mr. Thacker had bought things for himself "ILLEGALLY  
27 with the company credit card."  
28

1           19. Mr. Donat further stated that Jeremy had a sexually transmitted disease  
2 (herpes).

3           20. Upon information and belief, Mr. Donat made other defamatory  
4 statements about Jeremy that he does not yet know about.

5           21. Mr. Donat continued to make his defamatory assertions when he called  
6 Ms. Lisson on January 16; however, Ms. Lisson kept up friendly responses after Mr.  
7 Donat suggested that shutting him out would kill him and that he was admittedly  
8 obsessed with her.

9           22. On January 17, Ms. Lisson sent Mr. Donat a letter, objecting to his  
10 interference in her personal relationships, his continued pursuit of a relationship with  
11 her, and undeservedly discrediting Mr. Thacker. Ms. Lisson ended her letter appealing  
12 to Mr. Donat to let her go.

13           23. Later that night, Mr. Donat responded to her letter with hostility stating he  
14 understood why Elliot Batcheller, GPSI's V.P. of Operations, had always called Ms.  
15 Lisson "a bitch."

16           24. Later that week, during a meeting in Mr. Donat's office to discuss  
17 subordinate bonuses, Mr. Donat initiated a more personal conversation with Ms. Lisson,  
18 telling her that he was struggling with the fact that he could not have the only thing he  
19 wanted, Ms. Lisson. In that conversation, Mr. Donat also alluded to his stress level  
20 being high and made comments about it affecting his health and overall well-being.

21           25. Subsequently, Mr. Donat again told Ms. Lisson that he wanted to continue  
22 his relationship with her after having recently confided in his ex-wife Kristi Donat  
23 regarding the affair because Ms. Donat would approve of Ms. Lisson as a romantic  
24 partner for Mr. Donat.

25           26. Mr. Donat also told Ms. Lisson that he confided in a professional  
26 acquaintance in his Vistage group, Kate Wells, about the affair and his struggle to  
27 overcome Ms. Lisson's rejection.  
28

1           27. In February 2017, Mr. Donat slightly revised his approach. He attempted  
2 to drive Ms. Lisson away from Mr. Thacker by claiming that her association with Mr.  
3 Thacker was damaging her credibility and acceptance by others within the company and  
4 that her relationship with Mr. Thacker was not painting her in a good light.

5           28. Later the same day, Mr. Donat called Ms. Lisson and among other things  
6 told her she could not ask anyone, including her direct supervisor, Mr. Walker, about the  
7 issues he had raised. Mr. Donat also told Ms. Lisson that he heard that she was being  
8 “bitchy.” Mr. Donat again brought up Ms. Lisson’s relationship with Mr. Thacker being  
9 a cause for negative perception and threatened her that if she did not make appropriate  
10 corrections, it would be the “nail in the coffin” for a future relationship between her and  
11 Mr. Donat while acknowledging Ms. Lisson had already told him she did not want a  
12 relationship with Mr. Donat. Ms. Lisson ended the conversation because she started  
13 experiencing a panic attack and could not breathe.

14           29. The next day, after Ms. Lisson told Mr. Walker that she had received an  
15 upsetting message from Mr. Donat, Mr. Walker told Ms. Lisson he just wanted to be left  
16 out of it. Mr. Donat continued to text Ms. Lisson reiterating that he hoped she would fix  
17 her situation.

18           30. On February 16, Mr. Mortensen told Mr. Thacker that he needed to be in  
19 earlier because Mr. Donat was on the lookout for him, asking about his whereabouts  
20 frequently. In that same conversation, Mr. Thacker personally objected to Mr.  
21 Mortenson about Mr. Donat’s continuing sexual harassment of Ms. Lisson.

22           31. On February 22, Mr. Walker had a one-on-one meeting with Ms. Lisson.  
23 In that meeting, Mr. Walker brought up to Ms. Lisson that Mr. Walker had intentionally  
24 delayed talking to Mr. Donat to get approval for Mr. Thacker’s compensation for the  
25 Amerisure deal because Mr. Donat was upset with Mr. Thacker at that time.

26           32. Despite Ms. Lisson’s repeated insistence that she did not want a romantic  
27 relationship with Mr. Donat, Mr. Donat again brought it up on March 1, 2017. He  
28

1   texted Ms. Lisson stating that he couldn't sleep the night before, having been reminded  
2   of an earlier night when he was "going insane" thinking about her and Mr. Thacker.

3           33.    Later that day, Mr. Donat called Ms. Lisson to discuss the matter at her  
4   invitation. In the phone conversation, Ms. Lisson explained to Mr. Donat that she was  
5   concerned that Mr. Thacker was being treated unfairly at work because of her  
6   relationship with him. Mr. Donat reasserted that Mr. Thacker was ruining her reputation  
7   with Ms. Lisson's supervisor, Mr. Walker.

8           34.    Ms. Lisson asked Mr. Donat to ensure that he would not unfairly scrutinize  
9   Mr. Thacker going forward. In response, Mr. Donat told Ms. Lisson that as CEO, it  
10   wasn't his job to personally investigate a sales rep's performance but that he had been  
11   going to Mr. Thacker's office to check on him whenever Ms. Lisson is gone because he  
12   is paranoid that they were gone somewhere together.

13          35.    On March 2, Mr. Donat's personal attacks on Mr. Thacker continued,  
14   texting Ms. Lisson that Mr. Thacker is a "complete arrogant condescending and unkind  
15   piece of shit" and "he treats people like shit if he doesn't have to be nice to them for his  
16   own purposes."

17          36.    That same day, Mr. Thacker met with Mr. Mortenson and Mr. Walker to  
18   discuss various employment issues. In that meeting, Mr. Walker confirmed that Mr.  
19   Thacker's Amerisure deal he worked while on the commercial team had been placed on  
20   holdover status when he moved to the government-related position. He also told Mr.  
21   Thacker that they had been unable to calculate the value and determine his  
22   compensation on the Amerisure deal until two weeks before that meeting and now  
23   would have to get the payout approved by Mr. Donat.

24          37.    In that meeting, they also discussed alleged complaints that had been  
25   received by Mr. Donat against Mr. Thacker and Mr. Donat's own complaints about Mr.  
26   Thacker's performance. Ultimately, Mr. Walker acknowledged the "messy" situation  
27   that Mr. Thacker was in with Mr. Donat, claiming that he did not know anything while  
28   simultaneously indicating that he did not condone the workplace harassment that was

1 occurring and telling Mr. Thacker that he should be able to come to work and do his job  
2 without that.

3 38. Later that night at a work social event, Mr. Donat told Ms. Lisson that Mr.  
4 Thacker is a horrible person who does not have a soul and is the worst person on the  
5 planet. In a later message to Ms. Lisson referring to that same social event, Mr. Donat  
6 said he had been wanting to punch Mr. Thacker in the throat all night.

7 39. On March 6, Mr. Mortenson and Mr. Walker met with Mr. Thacker and  
8 terminated his employment. In that meeting, Mr. Mortenson and Mr. Walker took  
9 complete responsibility for the decision to terminate Mr. Thacker's employment, but it  
10 was apparent that Mr. Donat had a significant influence on the decision. While Mr.  
11 Mortenson and Mr. Walker asserted that Mr. Thacker's relationship with Ms. Lisson  
12 was not a factor, they both admitted that Mr. Donat came to them with complaints  
13 against Mr. Thacker that ultimately led to the decision to terminate his employment.

14 40. In conjunction with the termination, Mr. Donat and GPSI offered Mr.  
15 Thacker severance compensation in exchange for confidentiality, a full release of his  
16 claims against them, and his agreement not to attend any Company sponsored or paid-  
17 for event unless he was the personal guest of a person that is a Vice President level or  
18 higher within the company.

19 41. Mr. Thacker rejected the severance offer and indicated his intention to  
20 pursue legal claims against Mr. Donat and GPSI.

21 42. By March 10, Mr. Donat acknowledged that Mr. Thacker and/or Ms.  
22 Lisson may have legal claims against him and/or GPSI.

23 43. Mr. Thacker received an email from Charles Morrow of Galbut & Galbut  
24 on March 8, 2017, which states, "Galbut & Galbut has been retained to represent GPS  
25 Insight in this matter." GPSI\_0000053.

26 44. After Mr. Thacker's termination, Ms. Lisson disclosed her past affair  
27 between herself and Mr. Donat in an email addressed to Mr. Walker, Mr. Mortensen,  
28 Mr. Batcheller, Mr. Donat, and attorney Charles J. Morrow. Mr. Batcheller responded to

1 Ms. Lisson, “What started as my attempt to shelter Jeremy from Rob (not knowing how  
2 utterly impossible that was) and allow him to continue to be successful has cascaded  
3 into something I wish I didn’t have to be a part of.”

4 45. Since Mr. Thacker’s termination—and Ms. Lisson’s subsequent  
5 termination shortly thereafter—Mr. Donat has continued to defame Mr. Thacker to Ms.  
6 Lisson through a series of unreturned messages and e-mails and to Robert Dennis in  
7 emails dated August 4 and August 21, 2017.

8 46. Specifically, in the August 4 email to Robert Dennis, Mr. Donat falsely  
9 asserted that (a) Mr. Thacker bought toys illegally with the company credit card; (b) Mr.  
10 Thacker stopped working prior to his termination; and (c) Mr. Thacker stole.

11 47. In the August 21 email to Robert Dennis, Mr. Donat falsely stated that Mr.  
12 Thacker was the subject of an ongoing prosecution for felony theft.

13 48. Mr. Donat has even gone so far as to pull a background report on Mr.  
14 Thacker after he was no longer employed by GPSI and shared and/or misrepresented the  
15 information from the report to Mr. Thacker’s former coworkers and social  
16 acquaintances. Mr. Donat falsely claimed that Mr. Thacker is a “felon.”

17 49. Mr. Donat has continued to engage in retaliation by threatening to assert  
18 frivolous claims against Mr. Thacker if he followed through on his promise to file a  
19 lawsuit asserting his Title VII claims.

20 50. All of GPSI’s adverse employment actions (and discriminatory and  
21 harassing behaviors) were motivated by Mr. Thacker’s association with Ms. Lisson—the  
22 subject of Mr. Donat’s sexual obsession and harassment—and/or by Ms. Lisson’s and  
23 Mr. Thacker’s objections and Ms. Lisson’s refusal to be subjected to the ongoing sexual  
24 harassment and express an implied quid pro quo assertions from GPSI’s President/CEO  
25 Mr. Donat.

26 51. The illegal discriminatory and retaliatory interference of Mr. Donat caused  
27 GPSI to engage in the material, adverse employment actions including: refusing to  
28 compensate Mr. Thacker for the Amerisure deal in the same manner that others have

1 been compensated under similar circumstances; giving Mr. Thacker a significantly  
2 smaller profit-sharing bonus than justified by his job performance; terminating Mr.  
3 Thacker's employment; and defaming Mr. Thacker.

4 52. Upon information and belief, Mr. Mortenson and Mr. Walker also acted  
5 with a retaliatory motive in engaging in the adverse employment actions against Mr.  
6 Thacker in that they took the adverse actions because Mr. Thacker had engaged in the  
7 protected activity and/or due to his association with Ms. Lisson who complained about  
8 unlawful harassment and quid pro quo behavior by Mr. Donat.

9 53. Whether or not Mr. Mortenson or Mr. Walker personally had the requisite  
10 illegal motive, they permitted Mr. Donat's illegally motivated allegations to ultimately  
11 determine their decision and therefore GPSI is liable for that illegally motivated  
12 conduct.

13 54. Specifically, immediately after Ms. Lisson told Mr. Donat that she was in  
14 a relationship with Mr. Thacker, Mr. Donat became emotional and began defaming Mr.  
15 Thacker. Only days later, GPSI notified Mr. Thacker of his profit-sharing bonus,  
16 awarding Mr. Thacker only a 7% increase over the previous year while far less  
17 productive and less tenured sales representatives received substantially greater increases.

18 55. The failure to compensate Mr. Thacker anything for the Amerisure deal  
19 that he sourced and worked was a direct result of the illegal discriminatory/retaliatory  
20 motivation.

21 56. When GPSI received the commitment from Amerisure in January 2016 at  
22 the same time Mr. Thacker was being shifted to the government-related position, Mr.  
23 Walker assured Mr. Thacker that the company would take care of him by compensating  
24 him for bringing in the client. The Amerisure deal would be treated as an  
25 exception/holdover so that Mr. Thacker could be compensated, just as the company had  
26 done with others in similar circumstances.

27 57. In the March 2, 2017 meeting, over a year later, Mr. Walker told Mr.  
28 Thacker that he had only been able to quantify the value of the deal a few weeks before

1 and that he would not be able to address it at that point because Mr. Donat needed to  
2 approve the final payment and Mr. Donat was mad at Mr. Thacker.

3 58. Based on the compensation paid under similar circumstances to David  
4 Pope, the appropriate compensation amount was clear at that point and should have been  
5 paid. Yet, because of Mr. Donat's discriminatory/retaliatory attitude toward Mr.  
6 Thacker, he did not receive that compensation.

7 59. Mr. Thacker's termination was a direct result of the interference caused by  
8 Mr. Donat. Mr. Thacker had his most productive year and months immediately  
9 preceding the termination of his employment.

10 60. Mr. Thacker had received no negative feedback or received any  
11 allegations of workplace misconduct in the previous 14 months before Mr. Donat  
12 learned of Mr. Thacker's relationship with Ms. Lisson and Mr. Thacker and Ms. Lisson  
13 began resisting Mr. Donat's obsessive and jealous harassment of Ms. Lisson.

14 61. As the resistance escalated, Mr. Donat increased his criticism of Mr.  
15 Thacker and the alleged complaints against him. Ultimately, in the March 2 meeting,  
16 Mr. Mortenson and Mr. Walker spent two hours discussing with Mr. Thacker their  
17 desire to move forward with a productive employment relationship along with their  
18 desire to avoid discussion of the specific issues between Mr. Donat and Mr. Thacker.  
19 But according to Mr. Mortenson and Mr. Walker, Mr. Donat subsequently brought  
20 additional issues to their attention that they determined justified the termination of Mr.  
21 Thacker's employment.

22 62. Mr. Donat learned of Mr. Thacker's relationship with Ms. Lisson on  
23 January 10, 2017 and began experiencing their objections/resistance to his ongoing  
24 harassment within the weeks following that disclosure. Mr. Donat's illegally motivated  
25 efforts against Mr. Thacker began shortly thereafter and ultimately culminated in the  
26 termination within a matter of weeks.

27 63. Mr. Donat was a third party acting in his personal capacity who obviously  
28 knew about Mr. Thacker's employment relationship and interfered with it based on his

1 personal discriminatory/retaliatory motives toward Mr. Thacker—Mr. Donat’s third  
2 party status was confirmed by Mr. Mortenson and Mr. Walker’s statements that they  
3 made the decision to end the employment, not Mr. Donat.

4 **Count One (Violation of Title VII)**

5 64. Mr. Thacker incorporates herein all previous allegations in this Complaint.

6 65. GPSI engaged in a number of materially adverse employment actions  
7 against Mr. Thacker including, among other things, refusing to compensate Mr. Thacker  
8 for the Amerisure deal in the same manner that others have been compensated under  
9 similar circumstances; giving Mr. Thacker a significantly smaller profit-sharing bonus  
10 than justified by his job performance; terminating Mr. Thacker’s employment; and  
11 defaming Mr. Thacker to third parties.

12 66. GPSI engaged in the above adverse actions based on one or more illegal  
13 retaliatory or discriminatory motives under Title VII of the Civil Rights Act of 1964;  
14 specifically, GPSI retaliated against Mr. Thacker based on his protected objections or  
15 opposition to the ongoing sexual harassment of Ms. Lisson by GPSI’s President/CEO  
16 Mr. Donat and/or retaliated against Mr. Thacker for Ms. Lisson’s objections and  
17 opposition to the sexual harassment she was suffering and/or discriminated against Mr.  
18 Thacker based on his association with a female, Ms. Lisson, who was the subject of  
19 gender discrimination including quid pro quo harassment under Title VII.

20 67. On November 6, 2017, Mr. Thacker filed a charge with the Equal  
21 Employment Opportunity Commission asserting the above violations of Title VII and  
22 requested that the agency immediately dismiss the charge and issue a notice of right to  
23 sue.

24 68. The EEOC issued its notice of right to sue on November 28, 2017.

25 69. As a direct result of GPSI’s conduct described above, Mr. Thacker has  
26 suffered emotional distress, reputational harm, lost income in the form of past, present  
27 and future wages and benefits, and other monetary and non-monetary benefits due him.  
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1           70. As a direct result of GPSI's conduct described above, Mr. Thacker seeks  
2 recovery of damages in an amount to be proven at trial including damages for economic  
3 loss and compensatory damages for pain and suffering, emotional distress, harm to  
4 reputation and other losses.

5           71. GPSI's conduct described above was aggravated, outrageous, and guided  
6 by an evil mind; accordingly, Mr. Thacker is entitled to an award of punitive damages  
7 against GPSI.

8           72. Mr. Thacker is entitled to recover his attorneys' fees and costs incurred in  
9 prosecuting his claim for violations of Title VII.

10                   **Count Two (Intentional Interference with Contractual Relations)**

11           73. Mr. Thacker incorporates herein all previous allegations in this Complaint.

12           74. A contractual relationship existed between Mr. Thacker and GPSI in that  
13 every employment relationship is contractual in nature.

14           75. Mr. Donat knew of that contractual relationship.

15           76. Mr. Donat intentionally interfered with that relationship, causing the  
16 termination of that relationship.

17           77. Mr. Donat's interference was wrongful in that he acted with the  
18 discriminatory/retaliatory motives discussed above and his interference involved  
19 intentionally false and unfounded statements about Mr. Thacker.

20           78. As a direct result of Mr. Donat's interference, Mr. Thacker has suffered  
21 emotional distress, reputational harm, lost income in the form of past, present and future  
22 wages and benefits, and other monetary and non-monetary benefits due him.

23           79. As a direct result of Mr. Donat's conduct described above, Mr. Thacker  
24 seeks recovery of damages in an amount to be proven at trial including damages for  
25 economic loss and compensatory damages for pain and suffering, emotional distress,  
26 harm to reputation and other losses.

1           80. Mr. Donat's conduct described above was aggravated, outrageous, and  
2 guided by an evil mind; accordingly, Mr. Thacker is entitled to an award of punitive  
3 damages against Mr. Donat.

4                           **Count Three (Defamation/Defamation *Per Se*)**

5           81. Mr. Thacker incorporates herein all previous allegations in this Complaint.

6           82. As detailed above, personally and/or on behalf of GPSI, Mr. Donat  
7 published many false and defamatory statements regarding Mr. Thacker to third parties,  
8 including Ms. Lisson and Mr. Thacker's former coworkers, and other false and  
9 defamatory statements regarding Mr. Thacker to other third parties such as GPSI  
10 management.

11           83. As detailed above, Mr. Donat personally published many false and  
12 defamatory statements regarding Mr. Thacker to third party GPSI management  
13 personnel.

14           84. The specific statements that Mr. Thacker alleges are defamatory are as  
15 follows: (a) Mr. Thacker bought toys illegally with the company credit card; (b) Mr.  
16 Thacker is a felon, (c) Mr. Thacker stole, (d) Mr. Thacker stopped working prior to his  
17 termination; (e) Mr. Thacker was the subject of an ongoing prosecution for felony theft,  
18 and (f) Mr. Thacker has herpes.

19           85. Mr. Donat's false statements impeached Mr. Thacker's reputation or  
20 prejudiced his ability to engage in his profession, trade or business.

21           86. Mr. Donat published the false statements with knowledge, recklessly  
22 disregarding, or negligently failing to ascertain that the statements were false.

23           87. Based on the nature of the defamatory statements detailed above, damages  
24 are presumed.

25           88. As a direct result of Defendants' conduct described above, Mr. Thacker  
26 has suffered emotional distress, anxiety, reputational harm, lost income in the form of  
27  
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1 past, present and future wages and benefits, and other monetary and non-monetary  
2 benefits due him.

3 89. As a direct result of Defendants' conduct described above, Mr. Thacker  
4 seeks recovery of damages in an amount to be proven at trial including damages for  
5 economic loss and compensatory damages for pain and suffering, emotional distress,  
6 harm to reputation and other losses.

7 90. Defendants' conduct described above was aggravated, outrageous, and  
8 guided by an evil mind; accordingly, Mr. Thacker is entitled to an award of punitive  
9 damages against Defendant.

10 **Count Four (False Light Invasion of Privacy)**

11 91. Mr. Thacker incorporates herein all previous allegations in this Complaint.

12 92. As described above, personally and/or on behalf of GPSI, Mr. Donat  
13 publicized false information or innuendo concerning Mr. Thacker's character, history  
14 and activities that places Mr. Thacker in a false light that would be highly offensive to a  
15 reasonable person.

16 93. Mr. Donat had knowledge or acted in reckless disregard as to the falsity of  
17 the publicized matter and the false light in which the other would be placed.

18 94. As a direct result of Defendants' conduct described above, Mr. Thacker  
19 has suffered emotional distress, reputational harm, lost income in the form of past,  
20 present and future wages and benefits, and other monetary and non-monetary benefits  
21 due him.

22 95. As a direct result of Defendants' conduct described above, Mr. Thacker  
23 seeks recovery of damages in an amount to be proven at trial including damages for  
24 economic loss and compensatory damages for pain and suffering, emotional distress,  
25 harm to reputation and other losses.

96. Defendants' conduct described above was aggravated, outrageous, and guided by an evil mind; accordingly, Mr. Thacker is entitled to an award of punitive damages against Defendant.

**Count Five (Violation of the Fair Credit Reporting Act)**

97. Thacker incorporates herein all previous allegations in this Complaint.

98. Mr. Donat, personally and/or on behalf of GPSI, obtained a consumer credit report under the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq.*, long after the conclusion of Mr. Thacker's employment, without a permissible purpose under that law and/or under a false pretense. Mr. Donat then used the information obtained in the report to disparage Mr. Thacker to his former co-workers and others.

99. A "credit report" means any report "bearing on a consumer's credit worthiness [creditworthiness], credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living." 15 U.S.C. § 1681a(d)(1).

100. Permissible purposes include only: "use in connection with a credit transaction; considering or evaluating employment; insurance underwriting; or an assessment of credit risk;" here, there was no permissible purpose for Galbut & Galbut, P.C., GPSI, or Mr. Donat to obtain a credit report on Mr. Thacker.

101. As a direct result of Defendants' conduct described above, Mr. Thacker has suffered emotional distress, reputational harm, lost income in the form of past, present and future wages and benefits, and other monetary and non-monetary benefits due him.

102. As a direct result of Defendants' conduct described above, Mr. Thacker seeks recovery of damages in an amount to be proven at trial including damages for economic loss and compensatory damages for pain and suffering, emotional distress, harm to reputation and other losses.

1           103. Defendants' conduct described above was aggravated, outrageous, and  
2 guided by an evil mind; accordingly, Mr. Thacker is entitled to an award of punitive  
3 damages against Defendant.

4           104. Mr. Thacker is entitled to recover his costs and reasonable attorneys' fees  
5 pursuant to 15 U.S.C. § 1681n(a).

6                           **Count Six (Intrusion Upon Seclusion Invasion of Privacy)**

7           105. Mr. Thacker incorporates herein all previous allegations in this Complaint.

8           106. As described above, GPSI and/or Mr. Donat investigated or examined Mr.  
9 Thacker's private affairs by illegally obtaining a credit report or background  
10 investigation into his confidential, private affairs with no legitimate purpose.

11           107. After illegally obtaining the credit report, GPSI and/or Mr. Donat  
12 subsequent disclosed and misused the confidential, protected information obtained,  
13 including sharing it with Mr. Thacker's friends and former co-workers.

14           108. By engaging in the above conduct, GPSI and/or Mr. Donat intentionally  
15 intruded upon the solitude or seclusion of Mr. Thacker and his confidential, private  
16 affairs or concerns in a manner that would be highly offensive to a reasonable person.

17           109. As a direct result of Defendants' conduct described above, Mr. Thacker  
18 has suffered emotional distress, reputational harm, lost income in the form of past,  
19 present and future wages and benefits, and other monetary and non-monetary benefits  
20 due him.

21           110. As a direct result of Defendants' conduct described above, Mr. Thacker  
22 seeks recovery of damages in an amount to be proven at trial including damages for  
23 economic loss and compensatory damages for pain and suffering, emotional distress,  
24 harm to reputation and other losses.

25           111. Defendants' conduct described above was aggravated, outrageous, and  
26 guided by an evil mind; accordingly, Mr. Thacker is entitled to an award of punitive  
27 damages against Defendant.  
28

**Count Seven (Interference with Prospective Business Relations)**

112. Mr. Thacker incorporates herein all previous allegations in this Complaint.

113. A claim for wrongful interference with a business expectancy requires proof of the following elements: (1) the existence of a valid business expectancy; (2) the interferer's knowledge of the business expectancy; (3) the interferer intentionally induced or caused termination of the business expectancy; and (4) damage suffered as a result of termination of the business expectancy. *Dube v. Likins*, 216 Ariz. 406, 412, 167 P.3d 93, 99 (Ct. App. 2007).

114. Mr. Thacker has had what he believed was a valid business expectancy with some prospective employers since his termination from GPS Insight.

115. Upon information and belief, Mr. Donat and GPS Insight interfered with that expectancy by making false statements to those prospective employers about Mr. Thacker.

116. Mr. Thacker has suffered damages as a result.

117. GPS Insight and Mr. Donat can be held liable for any harm they caused.

WHEREFORE, Plaintiff Jeremy Thacker prays for judgment against Defendants GPS Insight, LLC and Robert J. Donat, individually as follows:

- A. For an award of back pay in an amount sufficient to make Plaintiff whole for the loss of income and benefits resulting from Defendants' conduct;
- B. For an award of front pay in an amount sufficient to compensate Plaintiff for all future lost income and benefits resulting from Defendants' conduct;
- C. For an award of compensatory damages for pain and suffering, emotional distress, harm to reputation and other losses incurred by Plaintiff as a result of Defendant's conduct;
- D. For an award of punitive damages;
- E. For an award of any additional statutory damages under 15 U.S.C. § 1681n;

- 1 F. For an award of liquidated damages under 18 U.S.C. § 2724;  
2 G. For an award of prejudgment and post-judgment interest;  
3 H. For an award of attorneys' fees and related expenses;  
4 I. For an award of Plaintiff's costs of suit incurred herein; and  
5 J. For an award of such other relief as the Court may deem just and proper.

6 DATED this 27<sup>th</sup> day of July, 2018.

7 **JABURG & WILK, P.C.**

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